

***United States Court of Appeals
for the Second Circuit***



APPENDIX

75-7014

UNITED STATES COURT OF APPEALS
SECOND CIRCUIT

75-7014

B

NORMAN A. PLOTKIN,
Appellant,

-against-

WEST SIDE FEDERAL SAVINGS AND
LOAN ASSOCIATION, ALLEGHENY MUTUAL
CASUALTY CO., and THE NEW YORK TIMES CO.,
Appellees,

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

NORMAN A. PLOTKIN,
Plaintiff,

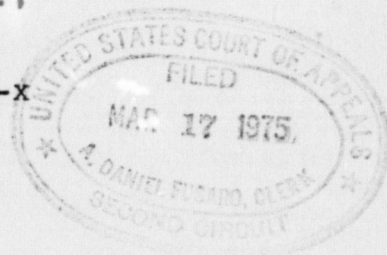
-against-

WEST SIDE FEDERAL SAVINGS AND
LOAN ASSOCIATION, ALLEGHENY MUTUAL
CASUALTY CO., and THE NEW YORK TIMES CO.,

Defendants.

APPENDIX

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UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK

74 Civ. 4426

NORMAN A. PLOTKIN,

Plaintiff,

-against-

WEST SIDE FEDERAL SAVINGS & LOAN
ASSOCIATION, ALLEGHENY MUTUAL
CASUALTY CO., and the NEW YORK
TIMES CO.,

Defendants,

The plaintiff, NORMAN A. PLOTKIN, by his attorney, GENE CRESCENZI,
for his complaint, alleges as follows:

1. This is a civil action whereby plaintiff prays that a preliminary and permanent injunction issue to restrain the defendants, their agents, servants, employees and/or attorneys, and each of them from the continued deprivation of the plaintiff's constitutionally protected right to liberty and property, without due process of law, in concert with any official of any state, or subdivision thereof, directly or indirectly, under the color of any law, ordinance, usage or custom. Plaintiff further prays that a preliminary and permanent injunction issue to restrain the defendants, their agents, servants, employees and/or attorneys and each of them from any act in furtherance of any interstate real estate churning conspiracy and related crimes, and other wrongs, under the color of the law, as is more fully set forth herein, and for damages resulting therefrom.

2. Jurisdiction is conferred on this court by section 1464, Title 12, and Section 1337 Title 28 USC, and Article I, Section 8 of the United States Constitution (Interstate commerce clause), and Article III, Section 2 of the United States Constitution and Section 1983, 1985 and 1986, of Title 42, USC and Section 1331(a) and 1343, Title 28 USC, and for Injunctive Relief by Rul. 65 of the Federal Rules of Civil Procedure.

In further support of this court's jurisdiction, plaintiff relies on Title 28, Section 1332 USC in that plaintiff is a citizen and resident of the State of New York. Allegheny Mutual Casualty Co., is a resident of Meadville, Pennsylvania, and the matter in controversy is greater than \$10,000.00.

3. Plaintiff, is by profession a historian and (also an investor) and in recent research found a scheme of official corruption, whereby the

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plaintiff was deprived of his constitutionally protected right of due process of law, under the color of the law, to promote larceny, and deny legal redress (as in De Castro v. The City of New York, a bona fide workman's compensation claim frustrated by the Chase Manhattan Bank's police incarcerating claimant therein as "psychotic").

4. Plaintiff, acting wholly in good faith, invested his own and borrowed funds in a real property, as is more fully set forth herein, and in direct consequence has been deprived of his property and liberty, under the color of the law, by a real estate churning conspiracy fraudulently represented by the perpetrators and agents as a bona fide commerce. Defendants herein, and each of them have participated and continue to participate in said conspiracy, and in depriving plaintiff of his constitutionally protected rights, and in a cover-up of same, and of neglecting to prevent such deprivations of plaintiff's constitutional rights.

5. On or about November 30, 1970, the New York Times Co., defendant herein, advertised in the New York Times on behalf of J. I. Kislak, Inc., and William Gruman, the sale of a real property for investment purposes, situated in the City of Jersey City, State of New Jersey.

6. As a direct consequence of said New York Times advertisement, on or about March 23, 1971, plaintiff purchased a certain investment property, known as 546 Bergen Avenue, Jersey City, New Jersey, from William Gruman, seller, at and through the offices of J. I. Kislak, Inc., sales agent for said William Gruman. Plaintiff was induced to make said purchase by relying on the good faith and express and/or implied guarantees of the New York Times, J. I. Kislak, Inc., and William Gruman, and that of an official letter of abatement of all housing violations at said property. (See attached Exhibit I).

7. Immediately thereafter, plaintiff was inundated by official notices alleging, by falsifications made in bad faith, housing violations at said property. Relief therefrom was denied regardless of repairs.

8. Plaintiff thereupon protested to seller, to seller's agent and to officials, but was denied all redress by them. Seller's agent, J. I. Kislak, Inc., by its salesman, Irving Frank responded immediately afterward by asking plaintiff, "Do you want to sell it?" (meaning said property, just purchased.) Moreover, these official notices falsely alleging violations, all enclosed forms with them that assumed that plaintiff had already sold or was about to sell said property to still another owner.

9. Plaintiff has since expended as legal fees and related expenses a sum in excess of Ten Thousand Dollars to litigate said baseless allegations

of housing violations.

10. Plaintiff has inquired into and publicly identified and exposed the modus operandi of said real estate churning conspiracy and related crimes and other wrongs, as follows:

a. On information and belief, said seller, William Gruman, had been forced to sell said property after owning it only nine months, because of similar abuses, and he was aided and abetted in foisting said fraud on plaintiff by J. I. Kislak, Inc., which receives upwards of Ten Thousand Dollars as commission for each such sale, or fraudulent churning and was further so aided and abetted by real estate lawyers and officials of the City of Jersey City, participating therein, and by the New York Times Co., defendant herein.

b. On information and belief, said real estate churning conspiracy advertises for its victims outside of the State of New Jersey because its corrupt practices are too well known within that state, and also to find a larger and richer market in which to seek victims to fleece.

c. On information and belief, said conspiracy is implemented by a corrupt local police department and its police court (by virtue of a part thereof known as housing court) as the ultimate weapon under color of law, to implement said conspiracy.

d. On information and belief, said conspiracy's ultimate implementation is to coerce investor-victims (after enticing them to invest tens of thousands of dollars into real property in said jurisdiction) to abandon said investments, under threat of committing, under color of law, unconstitutional outrages on such persons by depriving them of liberty through kidnapping and unlawful imprisonment, accompanied by unconstitutional torture, and unconstitutional "orders" to forbid protest against, or exposure of said conspiracy.

e. On information and belief, said conspiracy also benefits, by the ultimate acquisition, at little or no cost, of such property, by one of its co-conspirators.

f. On information and belief, said conspiracy also benefited from using said property as base for unlawful gambling and other unlawful traffic, including illicit alcohol trade, all under the color of the law.

11. On information and belief, the New York Times Co., defendant herein, had knowledge of the real estate churning conspiracy described above, or ought to have had knowledge of it, by reason of the frequency of its advertisements soliciting real estate investments and/or its general familiarity with the real estate investment industry. In reckless disregard of legal and

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ethical standards regulating advertising, and in reckless disregard of consumer protection requirements, said company, motivated solely by greed for advertising revenue, did promote said conspiracy against plaintiff by said advertising.

12. On information and belief, said New York Times Co., profited and continues to profit from said conspiracy by accepting advertisements and receiving advertising revenue therefrom, in reckless disregard of plaintiff's constitutionally protected right not to be deprived of his liberty and property without due process of law, and did neglect and continues to neglect to prevent deprivation of same, all to plaintiff's continuing financial damage in excess of ten thousand dollars (\$10,000.00).

13. Approximately two months after purchasing said property, plaintiff was advised by agents of the Federal Bureau of Investigation that a tenant residing there, known as Orrico was indicted for gambling conspiracy by a United States Grand Jury for the District of New Jersey, under the name of Lombardo (in U.S. v. Rocaniello, et al.) and plaintiff then and there directed his employees to admit said agents to execute lawful process pursuant to said indictment.

14. Approximately one month thereafter, plaintiff discharged the then superintendent of said property, one Joseph Beaudry, for good cause, including general negligence; on information and belief, said superintendent, during an eight year tenure, did use or permit the use of said property to dispose of goods of doubtful origin, including alcoholic beverages, and brought in undesirable tenants, as shown.

15. Immediately thereafter, said superintendent, acting in concert with an employee of said city of Jersey City (in the office of the Mayor), one Judith Gustafson, brought by said superintendent into said property as a tenant, unlawfully withheld more than half of the rents then due plaintiff, under the pretext of a "rent strike" fraudulently alleging housing violations, which were then obediently supplied by other employees of said City of Jersey City, acting in concert.

16. Thereafter said employee of the City of Jersey City by fraudulent abuse of the Economic Stabilization Act through political manipulation by a local congressman, Dominick Daniels, prevented plaintiff from receiving many thousands of dollars in rents when lawfully due, and in addition caused him to expend many thousands of dollars in legal fees to collect said rents by due process of law.

17. Thereafter employees of the City of Jersey City, including local policemen, in furtherance of said conspiracy, acting in unlawful concert with

other co-conspirators, did, or caused to be done, the following unlawful acts, under color of law:

a. On or about March 1, 1972, two Jersey City detectives, John Geraghty and Gerald Flannely, broke into an apartment at said property, destroying a door, without lawful process (upon inquiry later, they alleged that a search warrant existed, but that it couldn't be seen, not even if the plaintiff came with a "thousand lawyers"). Said apartment's then tenant was acquired by said former superintendent under the name of Esposito, as a butcher, but on information and belief he was then known to said detectives (and then unknown to plaintiff) to be the gambler Carangelo, co-defendant of the aforesaid Orrico-Lombardo in the above-mentioned indictment, U.S. v. Rocaniello, et al. Plaintiff by his attorney's direction, sought to inspect said alleged search warrant, in order to bring an action for damages, but was unlawfully barred from doing so by one Samuel Lanzet, in the Jersey City Police Court, and by the Hudson County Clerk by order of one Frank Verga.

b. That same evening, two other Jersey City Detectives, Dennis Persico and Anthony Cuma, entered said property as imposters, fraudulently pretending to be agents of the Federal Bureau of Investigation requesting permission to tap telephone lines in a basement junction box (which permission was denied them by plaintiff personally) on the pretext that there was a warrant for such telephone tapping "at the court" but that it was secret and couldn't be seen, and said detectives then warned plaintiff that he had "better cooperate" with them. On being ordered to leave said property by plaintiff, said detectives were then warmly received by one George Prosniewski as personal friends in his apartment at said property (said Prosniewski, then residing there, was, unknown to plaintiff, a parolled convict).

c. Simultaneously, on information and belief, the new superintendent (replacing Joseph Beaudry) one James Sisk, was arrested in the middle of the night and held in jail overnight, allegedly charged with not paying a half-dozen four year old parking tickets, which then couldn't be found, and thereafter was repeatedly harrassed by baseless disorderly conduct summonses by said Prosniewski. Plaintiff thereupon sought to verify said alleged arrest record as a public document, but was unlawfully denied all access thereto, and was advised by the police court clerk that the true charge was child-beating, and by another that it was the possession of a gun with all such allegations unverifiable by access barred to all public records.

d. Immediately thereafter, on information and belief, said employee of the City of Jersey City, Judith Gustafson, in unlawful concert with

another such employee, one Joseph McDermott, and others, unlawfully, and in violation of management rules, entered by trespass into a locked closet at said property, and strewed garbage there, and thereafter other policemen of said City of Jersey City unlawfully and repeatedly entered said property and forcibly took keys from plaintiff's employees, coercing them into acquiescence by making unlawful threats of arrest, and by such means trespassing into locked storage areas.

18. In pursuance of said conspiracy, plaintiff was immediately thereafter charged with a housing violation (see attached exhibit II), on its face invalid and a flagrant abuse of process, for complying by his employee, with an order of the Hudson County District Court to plaintiff's attorneys after inspection by said court (see attached exhibit III) and after lengthy and costly litigation. Said order was made at the express request of the signers of such violation, for their personal benefit.

19. Plaintiff refused to knuckle under to this real estate churning conspiracy. He answered said baseless violation charge (never served personally on him anywhere, and not personally being within the jurisdiction of the City of Jersey City, or its police court) by an attorney-at-law with the resident manager of said property, accompanied by said letter of the Hudson County District Court. This answer was pursuant to applicable statutes, usage, and Supreme Court rule of the State of New Jersey, providing for appearance by attorney and litigation of such violation as a civil proceeding. Plaintiff's attorney was to contest as a malicious abuse of process, said violation, as the matter therein was res judicata, as described above.

20. Such refusal to knuckle under unfuried participants in said conspiracy, and a local real estate lawyer, Charles N. Kors (brother of the real estate broker, who had formerly managed said property), forged or caused to be forged as a part-time local police court judge in said City of Jersey City, a paper purporting to be a lawful process of the State of New Jersey, in the form of a warrant of arrest against plaintiff and in fact an unconstitutional Bill of Attainder, in furtherance of the police and police court and real estate lawyer thieves' conspiracy, described above. The pretext invented to justify this forged paper was that plaintiff, by not being within the jurisdiction of said police court was in contempt of said court, and thereby committed a crime against the State of New Jersey. Said Charles N. Kors further fraudulently alleged that plaintiff's retaining an attorney was a non-appearance and a crime.

21. Said Charles N. Kors, knowing that plaintiff was not within said jurisdiction, and that the lawful authority of said Police Court was confined

c. Said forged paper was slipped under the door of plaintiff's business premises situated wholly outside the jurisdiction of the police court of the City of Jersey City in an envelope with no address or marking on it whatsoever, and without even informing the plaintiff of its existence.

d. Plaintiff discovered said forged paper lying in a heap of old papers, approximately three months after it was placed there.

25. In furtherance of said conspiracy, and in direct preparation for the above described kidnapping, Robert F. Cavanaugh, acting under the color of the law in unlawful concert with said Charles N. Kors, and others, did forge, or cause to be forged, another paper purporting to be a lawful process of the State of New Jersey, in the form of a warrant of arrest against plaintiff (see attached exhibit V). The pretext fabricated for this forged paper was identical to that formerly used, described above, but this time was also based upon the second forged paper, falsely represented by said conspirators as plaintiff's subpoena to plaintiff, wholly unknown to plaintiff, as described above.

26. Plaintiff had previously exposed all parts of said conspiracy by numerous letters of complaint to public officials circulated in hundreds of copies, including a complaint to the Hudson County Bar Association, all without redress. In reprisal therefor, and in violation of plaintiff's First Amendment rights Joseph S. E. Verga, another real estate lawyer and part-time Jersey City Police Court Judge held up plaintiff's letter to Joseph Tumulty of said Bar Association, when plaintiff was kidnapped and dragged before him, under the color of the law and warned plaintiff not to write such letters again.

27. On information and belief, no official record was kept by any public official of any proceeding alleged to be judicial by them as a cover-up for their crimes and wrongs described above, nor of any acts in furtherance thereof by any of them done under the guise of being the acts of a judge on the bench.

No such proceedings became thereby lawful judicial ones, but they were all unlawful, conspiratorial proceedings perpetrated by a de facto political police thieves dictatorship, fraudulently styled a "court", designed to cloak fraudulently these officials' corrupt access to the criminal justice system of the State of New Jersey and the United States of America. Said officials were not then lawfully judges on the bench, but were in fact common law criminals, commonly known as thugs, who corruptly used their official positions to become modern robber barons unlawfully using said criminal justice system to implement and cover-up their crimes by coercing and silencing plaintiff, as described above.

Plaintiff, moreover, was thereafter advised that the only way to free himself from the clutches of said intolerable conspiracy was to sell said property.

28. Plaintiff was rescued from the unlawful imprisonment, described above, by his investment partner, who was compelled to surrender his bank passbooks as a ransom for plaintiff, styled bail, but with no receipt therefor whatsoever. Thereafter, plaintiff was unable to repossess said bankbooks for their rightful owner as required by him, until he delivered and surrendered his own bankbook, as a new ransom, with an equivalent sum on deposit, (or in lieu thereof, his own person), to an agent of the Allegheny Mutual Casualty Company, defendant herein, said bankbook being #1-751370 issued to plaintiff by the West Side Federal Savings and Loan Association, in the City of New York, State of New York.

29. Plaintiff was compelled to sign an assignment to said Allegheny Mutual Casualty Company of said bank account for a fictitious value received, when in fact plaintiff received nothing of value whatsoever from said Allegheny Mutual Casualty Company, and said defendant misrepresents plaintiff's signature to cover up the unlawful fruits of the above-described political police thieves kidnapping-for-ransom conspiracy.

30. On information and belief, the defendant Allegheny Mutual Casualty Company has fraudulently represented that plaintiff signed said assignment of his own free act and deed, when in fact plaintiff never consented to this or any other part of said kidnapping-for-ransom scheme against him. Plaintiff signed said assignment, not as his free act and deed, but only to escape from the above-described brutal kidnapping, torture and unlawful imprisonment by power-drunk, armed officials, wearing policemen's badges and black judicial robes. In addition, a sum of money amounting to \$306.00 was extorted by said defendant, with no receipt therefor on the pretext of a lawful fee for a lawful bond, and on information and belief, part thereof was paid by said defendant to corrupt officials, as hereinbelow set forth in detail.

31. On information and belief, the clerk of said police court, one John O'Keefe, was thereafter indicted by a Grand Jury of the County of Hudson, State of New Jersey, for receiving the proceeds of a kickback scheme extending over several years including all times mentioned hereinabove, whereby policemen and the clerk of the police court of Jersey City would receive a part of the fee paid to bail bondsmen, (see attached exhibit VI) and plaintiff verily believes that money wrongfully received by defendant Allegheny Mutual Casualty Company was in part paid to corrupt officials as part of said kickback.

32. Plaintiff has advised West Side Federal Savings and Loan Association, defendant herein, that his bankbook was unlawfully obtained by another, under duress, and has requested immediate payment to him of his own money,

deposited by him in his own account at said Association, and offered to indemnify and save said Association harmless, as is usual banking practice when withdrawing funds without a passbook. But said Association has refused plaintiff's request and continues to hold plaintiff's money, without plaintiff's consent, for the unlawful use or disposition by defendant Allegheny Mutual Casualty Company, in furtherance of the conspiracy set forth above to deprive plaintiff of his property and liberty without due process of law, under the color of the law.

33. Plaintiff is in urgent need of his own money, unlawfully kept from him by the West Side Federal Savings and Loan Association and the Allegheny Mutual Casualty Company. One of the aims of the conspiracy set forth above is to bankrupt plaintiff by depriving him of his property, and the lawful use and fruits thereof, and the relief sought herein is urgently needed to stave off impending financial disaster.

34. Plaintiff is entitled to a preliminary injunction to restrain the West Side Federal Savings and Loan Association and the Allegheny Mutual Casualty Company from holding plaintiff's money in account #1-751370 in the West Side Federal Savings and Loan Association from him, and from retaining, using, or seeking to use any assignment of said account, and plaintiff hereby declares any such assignment not to be his free act and deed, and to be null and void as an instrument of his free will, and hereby confirms that he directed, and continues to direct the West Side Federal Savings and Loan Association to pay all money in said account to plaintiff personally.

35. Plaintiff is entitled to a preliminary injunction to restrain the New York Times Co., defendant herein, from advertising in the New York Times, or accepting advertisements in the New York Times that solicit funds from investors to purchase or finance any real property offered for sale by J. I. Kislak, Inc., and further to restrain said New York Times Co., from advertising for funds from investors to purchase or finance any real property offered for sale for investment and earnings in the State of New Jersey, said preliminary injunction to endure until wrongs done to plaintiff under the color of the law, as set forth above, have been redressed in their entirety.

36. Plaintiff is entitled to damages from the defendants for deprivation of plaintiff's constitutionally protected property and liberty, conspiracy to so deprive plaintiff, and/or neglect to prevent such deprivation, as follows:

A. From the New York Times Co., for participating in said conspiracy and neglecting to prevent it.

B. From the Allegheny Mutual Casualty Co., for participating in said conspiracy and neglecting to prevent it.

C. From the West Side Federal Savings and Loan Association, for participating in said conspiracy, and for refusing to return plaintiff's lawful property, entrusted for deposit pursuant to said Association's advertisements for interest bearing accounts in the New York Times.

WHEREFORE, plaintiff prays:

1. That a preliminary and permanent injunction issue restraining defendants, their agents, servants, employees and/or attorneys from:

a. Withholding plaintiff's money deposited by him in account #1-751370 in the West Side Federal Savings and Loan Association from him, and ordering said Association to pay this money to plaintiff immediately.

b. Withholding plaintiff's passbook for said account from him and ordering the Allegheny Mutual Casualty Company to return to plaintiff his bankbook for said account.

c. Advertising or accepting for advertising in the New York Times any solicitation of funds from investors to purchase or finance any real property offered for sale by J. I. Kislak, Inc., or any real property offered for sale for investment and earnings in the State of New Jersey, until wrongs done to plaintiff under the color of the law as set forth above have been redressed in their entirety.

d. Withholding from plaintiff money amounting to \$306.00 paid to the Allegheny Mutual Casualty Co., on or about March 20, 1973, as an unlawful condition for plaintiff to escape from the unlawful and intolerable imprisonment of plaintiff by officials of the City of Jersey City, and ordering and adjudging said money to be the lawful property of the plaintiff and to be returned to him.

e. Paying or transmitting any money to any official of the City of Jersey City on the pretext that any such official has lawful jurisdiction over the person of the plaintiff in consequence of the conspiracy set forth above, and/or in consequence of plaintiff acquiring or retaining title or any financial interest in any real property in said jurisdiction, and from advertising to solicit funds from investors to purchase or finance any real property in the State of New Jersey, while in fact or in law ownership of real property, and/or litigation in defense of same, by attorney, or exposure of official wrongdoing or any other use of a first amendment right is construed in any way whatsoever to be a crime against the State of New Jersey.

2. That actual and punitive damages in the amount of Five Million (\$5,000,000.00) Dollars, be adjudged against defendants for conspiring to deprive plaintiff under color of law, of his constitutionally protected rights, not be deprived of property and liberty, without due process of law, and for actually depriving plaintiff of said rights, and for neglecting to prevent such deprivation, and together with costs and disbursements of this action.

DATED: October 9, 1974

Respectfully submitted,

GENE CRESCENZI
Attorney for Plaintiff
415 Lexington Avenue
New York, N.Y. 10017
(212) MU 2-1686

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X CIVIL ACTION

NORMAN A. PLOTKIN,

#74 CIV 4426

Plaintiff

against

WEST SIDE FEDERAL SAVINGS & LOAN ASSOCIATION,
ALLEGHENY MUTUAL CASUALTY CO. and the
NEW YORK TIMES CO.

ANSWER OF DEFENDANT,
WEST SIDE FEDERAL
SAVINGS AND LOAN
ASSOCIATION OF NEW
YORK CITY

Defendants
----- X

Defendant, WEST SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION OF
NEW YORK CITY, sued herein as "WEST SIDE FEDERAL SAVINGS & LOAN ASSOCIATION"
by its attorney, EDWARD F. MURPHY, ESQ., answering the complaint of the
plaintiff herein, respectfully alleges as follows:

Denies knowledge and information sufficient to form a belief as
to each and every allegation set forth in the complaint except admits
as follows:

1. That on April 12, 1973, the plaintiff opened a savings
account No. 751370 with the Association entitled "Norman A. Plotkin",
the initial deposit being \$1,700.00 and the present balance with interest
computed to September 30, 1974 being \$1,719.03 plus interest computed
daily at the rate of 5-1/4% per annum.

2. That at about the time of opening the said savings account,
the Association received an assignment of the said savings account dated
April 12, 1973, executed by the plaintiff as assignor to the defendant,
Allegheny Mutual Casualty Company as assignee, a copy of which is annexed
hereto and marked "Exhibit A".

3. That the plaintiff and the said defendant, Allegheny Mutual
Casualty Co., each are claimants to the said savings account.

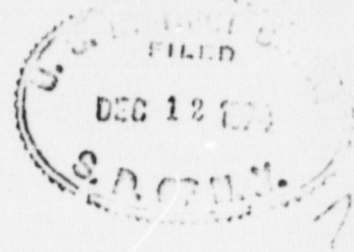
4. That as to said savings account the Association is a stakeholder and cannot pay the proceeds of the same to either claimant without being in jeopardy of double payment.

WHEREFORE, WEST SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEW YORK CITY demands judgment dismissing the complaint as to said defendant and providing that said defendant deposit the proceeds of the hereinbefore identified savings account into this court for the court's determination to as/the lawful owner thereof.

WITNESSES
New York

EDWARD F. MURPHY
Attorney for defendant, West Side
Savings and Loan Association of
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1790 Broadway
New York, New York 10019
(212) CI 5 -4700

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



----- x
NORMAN A. PLOTKIN,

Plaintiff,

-against-

WEST SIDE FEDERAL SAVINGS & LOAN
ASSOCIATION, ALLEGHENY MUTUAL
CASUALTY CO., and THE NEW YORK
TIMES CO.,

Defendants.
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: ORDER AND JUDGMENT

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: 74 Civ. 4426 (TPG)
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The Motions to Dismiss this action pursuant to Rule 12(b) of the Federal Rules of Civil Procedure of defendants West Side Federal Savings and Loan Association, Allegheny Mutual Casualty Co. and The New York Times Company on the grounds that the Court lacks jurisdiction over the subject matter of the action and that the Complaint fails to state a claim upon which relief can be granted, having been heard in chambers on November 25, 1974 before a court reporter, counsel for all parties having appeared and the Court having granted the Motions of all defendants, it is

ORDERED, ADJUDGED and DECREED that judgment be entered in favor of the defendants and against the plaintiff, and it is further

ORDERED, ADJUDGED and DECREED that plaintiff's Complaint be and the same hereby is dismissed with prejudice without costs.

Dated: New York, New York
December 8th, 1974

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Thomas R. Grice

U.S.D.J.

JUDGMENT ENTERED: -12-12-74

Ralph F. Burghardt
Clerk

MICROFILM

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